Supreme Court, U.S.
FILED

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No.

In The

Supreme Court of the United States of America

October Term, 1997

Arnold Scheumann,
Petitioner

v.

United States of America

On Petition for Writ of Certiorari
To The Seventh District Appeals Court

PETITION FOR WRIT OF CERTIORARI

Arnold Scheumann, Petitioner
Propria Persona
9727 South County Line Road
Hoagland, Indiana 46745
(219) 639-6195

84pp

QUESTIONS TO BE PRESENTED:

1. The United States of America cannot be a real party in interest as no such entity exists.

2. Do Federal Institutions have the right to issue credit in place of lawful, Constitutional legal tender?

3. The invalidity of a unilateral contract.

4. Jurisdiction of the Courts under the Constitution of the United States and the Union of the United States.

5. The validity of Federal Land Patents and Federal Land Patent Possessory Lien Claims.

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PETITION FOR WRIT OF CERTIORARI

1. That William C. Lee, is now and has been at all the times mentioned in this petition, Judge of the United States District Court for the Northern District of Indiana, Fort Wayne Division, of Allen County, State of Indiana, and that Stephen R. Ludwig, is now and has been at all the times mentioned in this petition, the Clerk of the United States District Court for the Northern District of Indiana, Fort Wayne Division, Allen County, State of Indiana.

2. That in an action commenced against the Petitioner in such Court on July 24, 1995, entitled Complaint, and in which judgment was rendered on June 5, 1997, against Petitioner, the following papers were filed:

7/24/95	-Complaint
4/22/96	-Motion for Summary Judgment
5/3/96	-Notice to Represent at Propria Persona
	-Request for Hearing on Motion for Summary Judgment
5/6/96	-Summary Judgment and Decree of Foreclosure
5/10/96	-Motion to Set Aside Judgment
5/15/96	-Order setting aside Summary Judgment
	-Judicial Notice or No Venue, No Jurisdiction
	-Official Act, Reaffirmation of Oath of Office & Private Security Agreement
	-Letters Rogatory, Finding of Fact, Judicial Order & Judgment
5/22/96	-Motion for Amended Summary Judgment
6/3/96	-Memorandum in Support of: Official Act, Reaffirmation of Oath of Office and Private Security Agreement

6/19/96	-Amended Summary Judgment & Decree of Foreclosure
6/24/96	-Notice by Defendant
6/25/96	-Letter to Judge Lee re: Status of Case -Status conference set for 7/9/96
7/1/96	-Objections to Order of 6/19/96
7/9/96	-Status Conference, Amended Summary Judgment & Decree of Foreclosure of 6/19/96 set aside
8/5/96	-Revocation of signature & Power of Attorney
8/7/96	-Counter-Complaint for Declaratory Relief and Dismissal
8/20/96	-U.S. Reply to Defendant's Counter-Complaint for Declaratory Relief and Dismissal
8/29/96	-Notice of Refusal of U.S. Reply to Defendant's Counter-Complaint for Declaratory Relief and Dismissal
9/23/96	-Memorandum and Order
9/27/96	-Motion by Defendant for Extension of Time
10/2/96	-Order granting same
11/4/96	-Motion by Defendant for Extension of Time
11/7/96	-Order granting same.
1/6/97	-Affidavit of Truth filed by Defendant -Request for Production of Documents
1/14/97	-Affidavit for Continuance due to surgery -Order granting same
4/8/97	-Status Conference
4/22/97	-Motion to Dismiss by Defendant
5/19/97	-Order denying Motion to Dismiss
6/4/97	-Motion by Plaintiff for Amended Summary Judgment

6/5/97	-Order/Decree of Foreclosure
8/1/97	-Notice of Appeal
9/15/97	-Brief of Appellant to 7th District Appeals Court & Appendix
10/27/97	-Reply Brief of Appellant
12/17/97	-Judgment of Appeals Court

3. That the Courts in the aforementioned proceedings and in entering the judgments, exercised their judicial functions erroneously and exceeded their jurisdiction to the injury of the substantial rights of the Petitioner in the following particulars:

A. Under the rule of construction, "Expressio unius est exclusio alterius," (a maxim of statutory interpretation meaning that the expression of one thing is the exclusion of another[4]), the constitutional grant of judicial power is limited to that called the United States. Ergo, such judicial power does not extend to anything called the United States of America. Because of the above, no court established pursuant to Article III (above) can obtain any jurisdiction or venue in regard to a party styled as "United States of America". That in the decision handed down by the Seventh District Appeals Court in this matter the Court stated that the United States of America is not an improper party to this suit, and it is able to sue in its own name. However, all citations listed were for the United States, not United States of America. [5]

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[4] Burgin v. Forbes 293 Ky. 456, 169 S.W.2d 321, 325; Newblock v. Bowles 170 Okl. 487, 40 P2d 1097, 1100

[5]Wyandotte Transp. Co. v. United States, 389 U.S. 191,

Throughout the Constitution of the United States all references made to the United States use the name of the United States, not United States of America. If this is so, the corporate United States of America was organized to uphold the Constitution of the United States of America, not the Constitution of the United States.

B. Under Constitutional law, Article I, Section 8, clause 6 and 7 of the Constitution of the United States, credit may not lawfully be issued in place of Constitutional legal tender. Section 9, clause 6 of the Constitution of the United States, once again refers to money, not credit.

C. The form of this contract was one-sided, signed only by the Petitioner herein, not the opposing party. If such agreements are binding, why have all loan forms now been revised to be signed by both parties?

D. Jurisdiction is granted to this Court under Article III of the Constitution of the United States and under the Union of the United States. The District and Appeals Courts were granted jurisdiction by the Petitioner

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201 (1967)(the United States may sue to protect its interests); Rex Trailer, Co., Inc. v. United States, 350 U.S. 148, 151 (1956) ("The Government has the right to make contracts and hold and dispose of property, and, for the protection of its property rights, it may resort to the same remedies as a private person"); Cotton v. United States, 52 U.S. 229, 231 (11 How.)(1851)(the United States may bring civil suits to protect its interests). 7 CFR, Ch. XVII, Sec. 1956.51(....procedures for the settlement of debts owed to the United States under....)

under the Constitution of the United States and under the Union of the United States with no admiralty or maritime law prevailing. However, the District and Appeals Courts took jurisdiction under Title 28 of the United States Code, this was not at the request of the Petitioner.

E. Appellant has a Federal Land Patent and Possessory Lien Claim against said real estate which has not been recognized. The Appeals Court stated that land patents do not affect a foreclosure action. However, no mention was made of the fact that we are not dealing with a loan of money in this case, but a loan of credit which is unlawful in and of itself.

Federal Land Patents are protected by Treaty Law, wherein the Federal Land Patents were originally granted and secured in perpetuity by the government of the United States of America. The Possessory Lien Claims obtain their legal force and effect at Law[6] and under the Common Law, which is dischargeable only by the Claimant, Arnold Scheumann. It is otherwise not dischargeable for 100 years and cannot be extinguished due to the death of the Claimant, Arnold Scheumann, or of his heirs, assigns, or executors. The Possessory Lien Claim secures a legal and lawfully justifiable defense in litigation, in addition to those protections provided by the Federal Land Patent under Treaty Law of the united states Constitution. The failure, refusal or neglect of any Respondent to file a lawful and specific rebuttal within thirty (30) days from the date of filing of the Federal Land Patents and Possessory

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[6]"At law" pertains to or is governed by the rules of law, as opposed to the rules of equity...operation of law," Black's Law Dictionary, 6th ed.

Lien Claims, will be deemed as prima facie evidence of an admission of "waiver" of rights on the property described in said patent and lien. (Refusal to give reasons on the record, or a failure or a refusal, to do so, has been held as a "waiver". See Law, express and implied in 1 Campd. 410 n., 7 Ind. 21.) The "forms" of Common Law and equity have been abolished by Rule 2 of Civil Procedure, however, the abolition of mere form, does not affect, nor does it diminish, the Claimant's Substantive (Common Law and constitutional) Rights and Immunities (UCA 78 2, 4, S.2) for Substantive Law (e.g. unalienable rights and immunities) have not changed with the State's adoption of FRCP Rule 2, combining the courts form, remedial, ancillary, adjective procedures[7] for matter and substance are in the main the same as at Substantive Common Law[8]. The right to establish a Federal Land Patent Possessory Lien Claim is a part of the Substantive Common Law, the right is antecedent to creation of the 'state' or its chancery procedure, which right runs to time immemorial[9].

The general rule of Common Law is expressly adopted and is in force in this state Republic and all state Republics, is the Law of the Land, and by its operation, lawfully permits a Federal Land Patent Possessory Lien Claim to be applied to property in the absence of any specific agreement[10] thereto, which was restated in the (1)

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[7]Bonding v. Nonatny, 200 Iowa, 227, 202, N.W. 588
[8]California Land v. Halloran, 82 U 67, 17 P2d 209
[9]Western Union v. Call, 181 U.S. 765, 21 S.CT. 56
[10]See the law express and implied in the class of cases represented by Drumond v. Mills 74, N.W. 966 (1898); Hewitt v. Williams, 47 La. Ann. 742, 17 So. 269 (1894); Carr vs. Dail, 19 S.E. 235; McMahon v. Ludin, 58 N.W.

Massachusetts Bay Charter, (2) Massachusetts Constitution, and (3) the Federal Constitution. (modeled after the Massachusetts Constitution), after which this state's Constitution is modeled, all construed in pari materia, the state Constitution being a limitation on the state's power[11], the Constitution acting prospectively, declaring rights and procedures for the future but not diminishing rights extant prior to establishment of the state[12]. And no new powers contrary to our Common Law rights and immunities were "granted" to the State, which includes this State Republic, as a Sister State Republic under the federal constitution at Article IV, Section 2.

A Federal Land Patent Possessory Lien Claim, at Law, supersedes mortgages and equity liens, especially under the Federal Land Patent, wherein the referenced property is immune to any and all collateral attacks by any party, including local, state and federal agencies [13] and may be satisfied only when at Court at Law in Common Law is convened according to the rules of Common Law. Such Common Law Court forbids the presence of any judge or lawyer from participating or presiding, or the practice of equity law. The ruling of the U.S. Supreme

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[11]Fox v. Kroeger, 119 Tex 511, 35 S.W.2d 670, 77 ALR 663

[12]Grigsby v. Reib, 105 TEX. 597, 153 S.W. 1124; Southern Pacific Co. v. Porter, 160 TEX. 329, 331, S.W.2d 42

[13]Drummons Carriage Co. v. Mills, 74 N.W. 966 (1898); Hewitt v. Williams, 47 La. Ann. 742, 17 So. 269; Carr v. Dail, 19 S.E. 235; McMahon v. Lundin, 58 N.W. 827

Court in Rich V. Braxton, 158 U.S. 375, specifically forbids judges from invoking equity jurisdiction to remove common law liens or any similar "clouds of title".

Even if a preponderance of evidence displays the lien to be voided or voidable, the equity court still may not proceed until the moving party has proven that he asks for, and has come "to equity" with "clean hands"[14]

Any official who attempts to modify or remove the Federal Land Patent Possessory Lien Claims is fully liable for any and all damages, as an individual acting fully outside of any lawful authority or jurisdiction, and may be sued under the Clearfield Doctrine.[15]

WHEREFORE, Petitioner prays that a writ of certiorari may be issued by this court, directed to the defendants, requiring them to certify fully, within a time therein specified, the record or proceedings in respect of the aforementioned matters, that the same may be reviewed by this court, and further requiring the defendants to desist from further proceedings in the matter to be reviewed.

Arnold Scheumann,
Petitioner

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[14] Trice v. Comstock, 57 C.C. A 646; West v. Washburn, 138 N.Y. Supp. 230

[15] See also U.S. Supreme Court: Butz v. Economou, 98 S. Ct. 2894; Bell v. Hood, 327 U.S. 678; Belknap v. Schild, 161 U.S. 10; U.S. v. Lee; Bivens v. 6 unknown agents, 400 U.S. 862

Subscribed and sworn to before me this 1st day of May, 1998.

My Commission Expires:
11/14/02

Willard W. Wulliman
Willard W. Wulliman
Notary Public

UNITED STATES COURT OF APPEALS
For the Seventh Circuit
Chicago, Illinois 60604

Submitted December 16, 1997

Decided December 16, 1997

Before

Hon. Richard A. Posner, Chief Judge
Hon. William J. Bauer, Circuit Judge
Hon. Terence T. Evans, Circuit Judge

UNITED STATES OF AMERICA
Plaintiff-Appellee,

No. 97-2972 v.

ARNOLD SCHEUMANN,

Appeal from the United States District Court for the Northern District of Indiana, Fort Wayne Division

No. 1:95-CV-237

William C. Lee,
Chief Judge

ORDER

On July 24, 1995, the federal government filed suit in the Northern District of Indiana to foreclose on Mr. Scheumann's farm for failure to repay loans by the Farmers Home Administration ("FHA"), now the Farmers Service Agency. The district court entered summary judgment in favor of the United States, and subsequently denied Mr.

Scheumann's motion for reconsideration. Mr. Scheumann timely appealed, and we affirm.*

It is undisputed that Mr. Scheumann entered into two loan agreements with the FHA. The first was for $87,000 and the second was for $157,200. Mr. Scheumann admits that he failed to make timely payments on these loans. These facts, coupled with Mr. Scheumann's inability to cite legal authority in support of any of his arguments, effectively dispose of his appeal.[2] Arguments not adequately supported by legal citations are waived. Fed. R. App. P. 28(a)(6); Griffin v. City of Milwaukee, 74 F.3d 824, 828 (7th Cir. 1996). Even if Mr. Scheumann had not waived his arguments, however, they are meritless.

Mr. Scheumann argues that his loan contracts with the FHA were invalid because they were "unilateral". Mr. Scheumann offers no factual or legal support for this contention, however, so the district court was right to find it frivolous. Mr. Scheumann next claims that he possesses a valid land patent on the land in question, because he filed a document entitled "Declaration of Land Patents" with the Recorder of Allen County, Indiana on December 11, 1995. This court has previously noted that such "land patents" convey no rights and do not affect a foreclosure action. See Wisconsin v. Glick, 782 F.2d 670, 672 (7th Cir. 1986)("federal patents do not prevent the creation of later

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*After examination of the briefs and the record, we have concluded that oral argument is unnecessary, and the appeal is submitted on the briefs and record. See Fed. R. App. P. 34(a) Cir. R. 34(f).

[2]Mr. Scheumann's sole legal citation is an 1859 Supreme Court case regarding land patents.

interests" in the property, including mortgages and liens); Hilgeford v. Peoples Bank, 776 F. 2d 176, 179 (7th Cir. 1985) (Declaration of Land Patent could not circumvent a mortgage or improve the mortgagor's title). Thus, this argument is also without foundation.

Mr. Scheumann next asserts that the district court was without jurisdiction to enter the order of foreclosure under the doctrine of res judicata, because he had already brought a quiet title action in the "Peoples' Court", "Our One Supreme Court", and that the court had found in his favor. Although Mr. Scheumann claims that this court exists and exercises jurisdiction under the auspices of Article III of the United States constitution, nothing in or out of the record supports his assertion. The district court was not required to accord deference to a "judgment" entered by an ersatz court. Moreover, Mr. Scheumann's assertion of the doctrine of res judicata does not affect the district court's subject matter jurisdiction, which was proper under 28 U.S.C. Sec. 1345. Indeed, this court's appellate jurisdiction, which Mr. Scheumann himself invokes, would not exist unless the district court's jurisdiction were also proper.

Mr. Scheumann also urges that the United States of America is an improper party to this suit, because it is a fictitious entity unable to such in its own name. This contention is simply wrong. See Wyandotte Transp. Co. v. United States, 389 U.S. 191, 201 (1967)(the United States may sue to protect its interests); Rex Trailer, Co., Inc. v. United States, 350 U.S. 148, 151 (1956) ("The Government has the right to make contracts and hold and dispose of property, and, for the protection of its property rights, it may resort to the same remedies as a private person");

Cotton v. United States, 52 U.S. 229, 231 (11 How.)(1851)(the United States may bring civil suits to protect its interests).

Mr. Scheumann's final argument is that the district court should not have ordered a foreclosure on his property because the United States Department of Agriculture issued a moratorium on foreclosures.[3] The government agrees that on March 12, 1997, the Administrator of the Department of Agriculture's Farm Service Agency (the successor to the FHA) directed all state and county Farm Service Agency offices to suspend all Farm Service Agency-initiated farm foreclosure sales, in order to allow the agency to further review possible civil rights complaints arising from loan administration practices. Mr. Scheumann did not assert any civil rights complaints arising from the FHA's administration of his loans before the district court, however. Moreover, a Department of Agriculture moratorium is not binding on the Department of Justice's conduct of cases already referred to it for prosecution. Once a foreclosure case has been referred to the Department of Justice, attorneys for that department control the case. See e.g., 7 C.F.R. Sec. 1956.57(g) (the FHA cannot settle loan accounts once the claim has been referred to a United States Attorney for legal action). The

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[3]Mr. Scheumann also complains that the district court judge and government attorneys refused to sign a Reaffirmation of Oath "stating that they would uphold (his) Constitutional rights." Appellant's br. at 4. Mr. Scheumann stops short of claiming that the district court treated him unfairly in any way, however, and our review of the record suggests that Chief Judge Lee extended considerable patience and courtesy to Mr. Scheumann.

government attorneys who prosecuted this foreclosure action, which was filed nearly two years before the moratorium was issued, were under no obligation to heed the Department of Agriculture's subsequent moratorium, and the fact that they did not is not grounds for appeal.

For all of the foregoing reasons, the judgment of the district court is AFFIRMED.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

UNITED STATES OF AMERICA Plaintiff	)))	
vs.	)	Civil No. 1:95CV0237
ARNOLD SCHEUMANN Defendant	))	

AMENDED SUMMARY JUDGMENT AND
DECREE OF FORECLOSURE

Plaintiff, United States of America, by Deborah M. Leonard, Assistant United States Attorney, having shown to the satisfaction of the Court that defendants have been duly served as more fully appears from the returns of summons filed herein.

And it further appearing that more than twenty (20) days have elapsed since service of the summons and complaint; that defendant Arnold Scheumann has filed with the Clerk of the Court an appearance and/or answer to the plaintiff's Complaint. Plaintiff having filed its Motion for Amended Summary Judgment,

The Court now finds:

1. Plaintiff has established that each and every material allegation of the plaintiff's Complaint is true in substance and in fact and that the plaintiff is entitled to the relief therein prayed for; accordingly, plaintiff's motion for amended summary judgment against Arnold Scheumann.

2. Plaintiff, United States of America, have and recover an in personam judgment from defendant, Arnold Scheumann in the following amount of $308,153.37 as of March 20, 1996, plus interest accruing thereafter at the legal rate of $57.9743 per diem until judgment, the sum of which shall accrue interest from the date of amended judgment at the legal rate of 5.88% computed daily and compounded annually until paid in full, together with the costs incident to this suit and judicial sale of the real estate.

3. The equity of redemption of the defendants, and all persons claiming by, through or under them, in and to the following real estate located in Allen County, to-wit:

> Part of the East Half of the Southwest Quarter of Section 36, Township 29 North, Range 13 East, Allen County, Indiana, more particularly described as follows:
>
> Beginning at a point 496.1 feet and North 90 degrees 00 minutes West (Assumed Bearing) from the Southeast corner of the Southwest Quarter of said Section; thence continuing North 90 degrees 00 minutes West, a distance of 404.6 feet along the South line of said Section, South line also being the approximate centerline of South County Line Road; thence North 00 degrees 00 minutes West, a distance of 702.3 feet; thence South 90 degrees 00 minutes East and parallel to the South Line, a distance of 404.6 feet; thence South 00 degrees 00 minutes East, a distance of 702.3 feet to the point of beginning.
>
> Containing 6.52 acres.

Commonly known as: 9727 S. County Line Road
Hoagland, Indiana 46745

PARCEL 1:

The Southeast Quarter of the Northwest Quarter of Section 36, Township 29 North, Range 13 East, excepting therefrom the North 16 1/2 feet thereof, leaving 39.52 acres.

PARCEL 2:

The East Half of the Southwest Quarter of Section 36, Township 29 North, Range 13 East, containing 80 acres, excepting therefrom the following parcels of real estate, to-wit:

Commencing at the Southwest corner of the East Half of the Southwest quarter of said section; thence northerly along the West line of the East Half of the Southwest Quarter of said section, a distance of 203.0 feet to a 5/8-inch rebar, set this survey; thence Easterly parallel with the South line of the Southwest Quarter of said Section, a distance of 120.0 feet to a 5/8-inch rebar, set this survey; thence Southerly parallel with the West line of the East Half of the Southwest Quarter of said Section, a distance of 203.0 feet to the South line of the Southwest Quarter of said section; thence Westerly along said South line a distance of 120.0 feet to the place of beginning, containing 0.559 acre.

BEGINNING at a point 496.1 feet and North 90 degrees 00 minutes West (Assumed bearing) from the Southeast corner of the Southwest Quarter of said Section; thence continuing North 90 degrees

00 minutes West, a distance of 404.6 feet along the South line of said Section, South line also being the approximate centerline of South County Line Road; thence North 00 degrees 00 minutes, a distance of 702.3 feet; thence South 90 degrees 00 minutes East and parallel to the South line, a distance of 404.6 feet; thence South 00 degrees 00 minutes East, a distance of 702.3 feet to the point of beginning. Containing 6.52 acres.

Parcel 2 containing 72.921 acres, more or less.

Containing in all 112.441 acres, more or less.

Commonly known as 9727 S. County Line Road
Hoagland, Indiana 46745

is forever barred and foreclosed, and all right, title, interest and claim of the defendants and of all persons claiming by, through or under them in and to the real estate be sold by the United States Marshal for the Northern District of Indiana in accordance with the laws pertaining to foreclosure or real estate mortgages without right of redemption and without relief from valuation and appraisement laws; that at any such sale, the Marshall, upon request of the Plaintiff, is authorized to offer the aforementioned real estate for sale in parcels as well as a whole; and that the Marshal, after the Court's confirmation of sale, shall issue a Marshal's Deed to the purchaser or purchasers thereof; provided, however, that the interest acquired by the purchaser at said sale shall be subject to any lien of Allen County, Indiana, for real property taxes in regard to said real estate, and further subject to any lien of a municipality for sewer fees assessed against the real estate, which lien is duly and properly recorded in the

Recorder's Office in the county in which the real estate is located prior to delivery of the sale deed to the purchaser.

4. The purchaser or purchasers at said sale shall be entitled to receive the deed to said real estate from the United States Marshal upon confirmation of said sale by the Court; and the said deed or conveyance shall forever bar and foreclose all of the right, title and interest of each and all of the defendants, and of all persons claiming by, under or through them in and to said real estate.

5. The United States of America may become a purchaser at such sale of any part or all of the mortgaged property and may make payment therefore with any part or all of the indebtedness found to be due herein to the United States of America.

6. The proceeds arising from the sale of said real estate be applied as follows:

(a) First to the payment of all costs and accruing costs herein;

(b) Next, to the payment of the in personam judgment in favor of the plaintiff in the sum of $308,153.37, as of March 30, 1996, plus interest accruing thereafter at the rate of $57.9743 per diem until judgment, the sum of which shall accrue interest from the date of judgment at the legal rate of 5.88% computed daily and compounded annually until paid in full, together with the costs incident to this suit and judicial sale of the real estate;

(c) Next, the overplus, if any, remaining after the payment of the foregoing, shall be paid to the Clerk of the Court to be disposed of as the Court shall thereafter direct.

7. The United States Marshal upon confirmation of said sale shall issue a Marshal's Deed to the purchaser or purchasers thereof; and the said deed or conveyance shall forever bar and foreclose all of the right, title and interest of each and all of the defendants, and of all persons claiming by, under or through them in and to said real estate.

SO ORDERED this 5th day of June, 1997.

S/William C. Lee
Honorable William C. Lee
Chief Judge
United States District Court
Northern District of Indiana